

INVITATION FOR BIDS

Manti-LaSal National Forest Properties in Ephraim, Manti, and Monticello, Utah

Auction Summary

Sale Type: **Online Auction**

Start Date: December 23, 2009

End Date: **TBA**

Minimum Opening Bid:

7-I-UT-0431-4-AK Parcel 1 – Ephraim Dwelling	\$85,000
7-I-UT-0431-4-AL Parcel 2 – Manti Dwelling	\$60,000
7-I-UT-0431-4-AM Parcel 3 – Monticello Upper	\$28,000
7-I-UT-0431-4-AN Parcel 4 – Monticello Lower	\$33,000

Registration Deposit:

7-I-UT-0431-4-AK Parcel 1 – Ephraim Dwelling	\$5,000
7-I-UT-0431-4-AL Parcel 2 – Manti Dwelling	\$3,000
7-I-UT-0431-4-AM Parcel 3 – Monticello Upper	\$2,000
7-I-UT-0431-4-AN Parcel 4 – Monticello Lower	\$2,000

Bid Increments:

7-I-UT-0431-4-AK Parcel 1 – Ephraim Dwelling	\$1,000
7-I-UT-0431-4-AL Parcel 2 – Manti Dwelling	\$1,000
7-I-UT-0431-4-AM Parcel 3 – Monticello Upper	\$500
7-I-UT-0431-4-AN Parcel 4 – Monticello Lower	\$500

Send Bid Form and Registration Deposit to:

U.S. General Services Administration
Public Buildings Service
Real Property Disposal Division – 7PR
819 Taylor Street, Room 8A10
Fort Worth, TX 76102-6112
Attn: William Rollings, Realty Officer
(817) 978-4342

Property Disposal Web Page

<https://propertydisposal.gsa.gov>

Click on “Featured Auctions” then select the property you are interested in to view and download Property Sales Information

Auction Site Web Page

www.auctionrp.com

Click on “Featured Auctions” and then select the property you are interested in to view and download Property Sales Information

Sales Information

Realty Specialist: Hank Finch, USDA Forest
Service

Phone Number (801) 236-3429

e-mail: hfinch@fs.fed.us

Online Auction

www.auctionrp.com

Register and submit your bid

Online Auction Assistance

William Rollings

(817) 978-4342 or (817) 978-4246

e-mail: william.rollings@gsa.gov

Inspection Opportunities:

The Properties will be open for inspection on the dates listed under *General Terms of Sale Paragraph 3. Inspection*, page 7.

TABLE OF CONTENTS

Property Description	page 2
General Terms of Sale	page 7
Important Instructions to Bidders	page 11
Notices and Covenants.....	page 16
Bidder Registration and Bid Form	page 21
Credit Card Bid Deposit Form.....	page 23

PROPERTY DESCRIPTION

1. LOCATION AND SETTING

Parcel 1 - Ephraim Dwelling

The Property is located at 174 East Center, Ephraim, Utah, approximately 115 miles southeast of Salt Lake City, Utah. The estimated 2006 population was 5,085. Ephraim is the home of Snow College, a public two-year junior/community college with an enrollment of about 3,400 students. Ephraim is located on U.S. Highway 89, situated within Sanpete County. The town is bordered to the east by the Manti-LaSal National Forest.

Parcel 2 – Manti Dwelling

The Property is located at 170 East 100 South, Manti, Utah, approximately 121 miles southeast of Salt Lake City, Utah. In July of 2006 the estimated population was 3,180. Manti, the county seat of Sanpete County, is also located on U.S. Highway 89, approximately seven miles south of Ephraim, Utah. The town is bordered to the east by the Manti-LaSal National Forest.

Parcel 3 – Monticello Upper Dwelling

The Property is located at 216 Uranium Drive in Monticello, Utah, approximately 291 miles southeast of Salt Lake City, Utah. Monticello is in southeastern Utah near the four corners with Colorado, New Mexico, and Arizona. It is at the junction of Highways 491 and 191 on the eastern side of Lake Powell. It is approximately 60 miles south of Arches National Park, and is the southern gate of Canyonlands National Park. It is 61 miles west of Cortez, Colorado. As of July 2006, its estimated population was 1,922.

Parcel 4 – Monticello Lower Dwelling

The Property is located at 249 Lower Uranium Drive in Monticello, Utah, approximately 291 miles southeast of Salt Lake City, Utah. Monticello is in southeastern Utah near the four corners with Colorado, New Mexico, and Arizona. It is at the junction of Highways 491 and 191 on the eastern side of Lake Powell. It is approximately 60 miles south of Arches National Park, and is the southern gate of Canyonlands National Park. It is 61 miles west of Cortez,

Colorado. As of July 2006, its estimated population was 1,922.

2. SALE PARCEL DESCRIPTION

Parcel 1 - Ephraim Dwelling

This house is a single-family residence constructed in 1964 and sits on a 0.258-acre site. The property consists of a 1,226 square foot dwelling with three bedrooms and full bath, living room, and kitchen upstairs; and a basement with two bedrooms, a $\frac{3}{4}$ bath, and a roughed in family room. There is a 351 square foot attached garage. The exterior of the building is metal siding. It is served with water, sewer, electricity, telephone, and natural gas. It also contains mature trees and shrubs, and has a paved driveway and sidewalk. The property is in a prime location - across from Snow College. See photos on website's opening page.

Parcel 2 – Manti Dwelling

This house is also a single-family residence constructed in 1964, on a 0.48-acre site. The one-story dwelling has 1,210 square feet with three bedrooms, one bath, and an unfinished basement. There is an unattached 960 square foot garage, with a small shed in the back yard. The exterior of the buildings is wood siding. The property is located in a residential area of similar size single family homes and contains mature trees and shrubs, with a paved driveway and sidewalk. The residence is served with water, sewer, electricity, telephone, and natural gas. The property is in a good location within the city limits of Manti, Utah. See photos on website's opening page.

Disclosure: The fence lines of the Manti Dwelling property do not match the description of record. The current location of the fences was accepted as the boundary of the property and a new legal description was written reflecting the actual boundary. Survey monuments were set and a Record of Survey was filed in the Sanpete County Recorder's Office on January 21, 2009. The property will be sold using the description of record. Upon sale of the property, the new owner(s) will be

obligated to sign a boundary line agreement at closing with adjacent landowners accepting the fence line location as the property boundary. The agreement, to be held in escrow, will reflect the description described in the Record of Survey.

Parcel 3 – Monticello Upper Dwelling

This 1,200 square foot home was constructed in 1951, and contains three bedrooms, one bathroom and no basement. The exterior of the building is wood siding. The asphalt shingle roof is less than five years old. The dwelling occupies a 0.285-acre corner lot within the city limits of Monticello, Utah. There is a 420 square foot concrete pad and foundation where the original garage was located. The property is situated in a residential area of similar size single family homes, with a lawn, graveled driveway, and concrete sidewalk. The residence is served with water, sewer, electricity, telephone, and natural gas. See photos on website's opening page.

Disclosure: A survey of the property was completed to resolve a patent ambiguity in the body of the legal description for the Monticello Upper Dwelling Site. The patent ambiguity entered the chain of title in 1949 in the legal description contained in the Warranty Deed from Laura Allred, et al., to the United States of America. The Forest Service will work with the title company to correct the patent ambiguity in the chain of title.

Parcel 4 – Monticello Lower Dwelling

This 1,027 square foot home was constructed in 1952, and contains three bedrooms, one bathroom and no basement on a 0.158-acre site. There is an attached one-car carport. The exterior of the building is wood siding. The asphalt shingle roof is less than five years old. The property is located in a residential area of similar size single family homes, with mature trees and shrubs, and has paved driveway and sidewalk. The residence is served with water, sewer, electricity, telephone, and natural gas. See photos on website's opening page.

Disclosure: The Monticello Lower Dwelling site is accessed by Lower Uranium Drive, a narrow, paved road that is not of record. The City has no record of its width or ownership. The County

Recorder and Surveyor affirm that access is by prescriptive easement. The road does not and cannot meet city road standards. Additionally, it is a non-conforming lot because it does not meet the City of Monticello requirements for 10,000 square foot minimum area and frontage on a public street. Usable area is further reduced by the encroachment of Lower Uranium Drive. Requests for building permits require a special exception from the Board of Adjustments. Demolition of the dwelling would constitute abandonment and rebuilding would not be permitted. If the building were destroyed by natural causes, it could be rebuilt on the same footprint.

The Utah State Historic Preservation Office has concurred with the determinations of eligibility and Finding of No Historic Properties Affected for the proposed sale of the four residential houses.

Bidders are reminded that the properties offered for sale will be sold "As is" and "Where is" without representation, warranty, or guarantee, quality, title, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of the auction.

3. DRIVING DIRECTIONS

Parcel 1 - Ephraim Dwelling

From Salt Lake City, Utah, travel south on I-15 to Nephi, Utah, approximately 84 miles. At Nephi take Exit 225 and travel east, then south on State Highway 132 to U.S. Highway 89, approximately 118 miles. Travel south on U.S. Highway 89 to Center Street in Ephraim, Utah, approximately four miles. The property will be on the south side of Center Street at 174 East Center in Ephraim.

Parcel 2 – Manti Dwelling

From Salt Lake City, Utah, travel south on -15 to Nephi, Utah, approximately 84 miles. At Nephi take Exit 225 and travel east then south on State Highway 132 to U.S. Highway 89, approximately 118 miles. Travel south on U.S. Highway 89 to 100 South Street, Manti, Utah, approximately 20

miles. The property will be on the south side of 100 South Street at 170 East in Manti.

Parcel 3 – Monticello Upper Dwelling

From Salt Lake City, Utah, travel south on -15 to Spanish Fork, Utah, approximately 53 miles. At Spanish Fork take Exit 258 and travel southeast on U.S. Highway 6 to I-70, approximately 129 miles. Take the ramp onto I-70 and travel east to exit 182 Crescent Jct., approximately 23 miles. Travel south on U.S. 191 to 400 South, Monticello, Utah, approximately 99 miles. On 400 South travel west two blocks to 200 West. On 200 West travel south one block to Uranium Drive. Turn west on Uranium Drive. Dwelling is located on the northwest corner of 200 West and Uranium Drive at 216 Uranium Drive.

Parcel 4 – Monticello Lower Dwelling

From Salt Lake City, Utah, travel south on -15 to Spanish Fork, Utah, approximately 53 miles. At Spanish Fork take Exit 258 and travel southeast on U.S. Highway 6 to I-70, approximately 129 miles. Take the ramp onto I-70 and travel east to exit 182 Crescent Jct., approximately 23 miles. Travel south on U.S. 191 to 400 South, Monticello, Utah, approximately 99 miles. On 400 South Travel west two blocks to 200 West. On 200 West travel south one ½ blocks to Lower Uranium Drive. Turn west onto Lower Uranium to 249 Lower Uranium Drive.

4. LEGAL DESCRIPTION

Parcel 1 - Ephraim Dwelling

Salt Lake Meridian

T. 17 S., R. 3 E.,

Sec. 4, NE¼SE¼, beginning 120 feet east of the northwest corner of Lot 7, Block 15, Plat "A", Ephraim City Survey, thence running east 80 feet; thence south 8½ rods; thence west 80 feet; thence north 8½ rods to the Point of Beginning. Containing 0.258 acre, more or less.

Subject to: Right of Way Easement as granted to the Mountain States Telephone and Telegraph Company, by instrument dated February 21, 1919, recorded May 27, 1919, in Book 67, page 494, records of Sanpete County, Utah.

Parcel 2 - Manti Dwelling

Salt Lake Meridian

T. 18 S., R. 2 E.,

Sec. 7, a parcel of land situated within Block 43, Plat "A" of Manti City, Sanpete County, Utah, more particularly described as follows:

Commencing at the northeast corner of said Block 43, Plat "A" of Manti City; thence along the northerly block line of said Block 43 N. 89°32'24" W., 135.06 feet to the Point of Beginning; thence along a fence line S. 2°26'57" E., 175.77 feet to a chain link fence corner post; thence along a chain link fence S. 82°02'08" W., 115.61 to a chain link fence corner post; thence along a fence line N. 1°33'39" W., 192.60 feet to the northerly block line of said Block 43; thence along the block line S. 89°32'24" E., 112.23 feet to the Point of Beginning,

Containing 0.48 acre, more or less.

Parcel 3 – Monticello Upper Dwelling

Salt Lake Meridian

T. 33 S., R. 23 E.,

Sec. 36, a parcel of land within Block Q, Town of Monticello, Amended, San Juan County, Utah, more particularly described as follows:

Beginning at the southeast corner of Block Q, Town of Monticello, Amended; thence along the east block line of Block Q N. 0°30'34" W., 165.00 feet; thence S. 89°29'55" W., 75.30 feet; thence S. 0°30'34" E., 165.00 feet to the south block line of Block Q; thence along the south block line of Block Q N. 89°29'55" E., 75.30 feet to the Point of Beginning.

Containing 0.285 acre, more or less.

Subject to: An easement for a secondary water line where it crosses the subject parcel providing water to the subject property, as well as adjacent properties, for lawn and garden use, will be held in escrow to be executed by the purchaser at the time of the sale of the residence.

Disclosures:

- (1) During the construction phase (1951 and 1952) of the two Monticello

residences, exterior soils contaminated with low-level radioactive uranium mill tailings were used for construction related activities. The U.S. Department of Energy (DOE) conducted an investigation and subsequent remedial action at the two Monticello dwelling sites between 1989 and 1992. The results of the investigation and remedial action are discussed under Notices and Covenants No. 4. *Disclosure Requirements for Residual Radioactive Uranium for the Monticello Dwelling Sites.*

- (2) The Purchaser will be required to issue an easement for the secondary water line to Monticello City at time of closing.

Parcel 4 – Monticello Lower Dwelling

Salt Lake Meridian
T. 33 S., R. 23 E.,
Sec. 36, a parcel of land situate in the SE¼NW¼, more particularly described as follows:

N. 89°21' W., 383.95 feet and S. 0°42' W., 132.5 feet from the center of said Section 36, and running thence N. 89°21' W., 83.5 feet; thence S. 0°42' W., 82.5 feet; thence S. 89°21'E, 83.5 feet; thence N. 0°42' E., 82.5 feet to the Point of Beginning.

Containing 0.158 acre, more or less.

Disclosure:

- (1) During the construction phase (1951 and 1952) of the two Monticello residences, exterior soils contaminated with low-level radioactive uranium mill tailings were used for construction related activities. The U.S. Department of Energy (DOE) conducted an investigation and subsequent remedial action at the two Monticello dwelling sites between 1989 and 1992. The results of the investigation and remedial action are discussed under Notices and Covenants No. 4. *Disclosure Requirements for Residual Radioactive Uranium for the Monticello Dwelling Sites.*

5. ASSESSOR'S PARCEL NO.

Parcel 1 - Ephraim Dwelling – APN 176X1

Parcel 2 – Manti Dwelling – APN 1308

**Parcel 3 – Monticello Upper Dwelling –
APN A000000Q001C**

**Parcel 4 – Monticello Lower Dwelling –
APN A33230364822**

**6. EASEMENTS, ENCROACHMENTS,
AND RESERVATIONS**

The Properties will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, and other rights-of-way, and the easements, reservations, rights, and covenants reserved by the Grantor herein.

7. UTILITIES

All typical public utilities are available to the Properties, including water, sewer, electrical, gas, and telephone. Procurement of utility service shall be the responsibility of the Purchaser. Bidders are urged to contact the utility providers below for information on the availability of utilities.

Parcel 1 - Ephraim Dwelling

Gas - Questar Gas
P.O. Box 45841
Salt Lake City, UT 84139

Electric, Water, Sewer and Solid Waste -
Ephraim City
5 South Main
Ephraim, UT 84627

Telephone –
Manti Telephone Company
40 West Union
Manti, UT 84642
Parcel 2 – Manti Dwelling

Gas - Questar Gas
P.O. Box 45841

Salt Lake City, UT 84139

Electric, Water, Sewer and Solid Waste -

Manti City
50 South Main
Manti, UT 84642

Telephone –

Manti Telephone Company
40 West Union
Manti, UT 84642

Parcel 3 – Monticello Upper Dwelling

Gas - Questar Gas

P.O. Box 45841
Salt Lake City, UT 84139

Electric –

Empire Electric Association
P.O. Box Drawer K
Cortez, CO 81321

Telephone –

Frontier
15 North 100 East
Moab, Utah 84532

Water, Sewer and Solid Waste -

City of Monticello
P.O. Box 457
Monticello, Utah 84535

Parcel 4 – Monticello Lower Dwelling

Gas - Questar Gas

P.O. Box 45841
Salt Lake City, UT 84139

Electric –

Empire Electric Association
P.O. Box Drawer K
Cortez, Colorado 81321

Telephone –

Frontier
15 North 100 East
Moab, Utah 84532

Water, Sewer and Solid Waste -

City of Monticello
P.O. Box 457
Monticello, Utah 84535

GENERAL TERMS OF SALE

1. INVITATION FOR BIDS

The term "Invitation for Bids" (IFB) as used herein refers to the foregoing IFB and its Property Description, General Terms of Sale, Important Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form for Purchase of Government Property and Exhibits, all of which are attached to this IFB by reference, and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued by the Government prior to the conclusion of the online auction.

2. DESCRIPTION PROVIDED IN IFB

The description of the Properties set forth in the IFB and any other information provided therein with respect to said Properties are based on the best information available to the U. S. General Services Administration, Real Property Disposal Division, and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Properties and/or any other Federal agency, shall NOT constitute grounds or reason for non-performance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

3. INSPECTION

Inspection of the Property bid upon is the sole responsibility of the bidder. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

Inspection Opportunities:

All four Properties will be open for inspection on January 8 and 9, 2010. All Properties are currently occupied; therefore, if attending a scheduled open house is not possible, an appointment will need to be made ahead of time to view the interior of the homes.

The properties can inspected by appointment arranged in advanced by calling:

Ephraim and Manti Dwellings – (435) 636-3300; ask for Jeff Gardner.

and

Upper and Lower Monticello Dwellings – (435) 636-3360; ask for James Williams.

All properties will be vacated just prior to deed recordation. The building exteriors and the sites may be inspected at any time during daylight hours, although snow conditions may limit accessibility. **However, no one will be allowed access to the Properties without the presence of a U.S. Forest Service employee.**

4. CONDITION OF PROPERTY

The Properties are offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will NOT be considered.

5. ZONING

Parcel 1 - Ephraim Dwelling

Zoned: High Density Residential (R4) with a Commercial Overlay (C1A)

Contact: Bryan Kimball, Ephraim City Planner (435) 283-4631

Parcel 2 – Manti Dwelling

Zoned: Residential

Contact: Lee Holmstead, Sanpete County Planning/Zoning Administrator (435) 835-2113

Parcel 3 – Monticello Upper Dwelling

Zoned: R-1 Residential

Contact: Evan K. Lowry, San Juan County Planner (435) 587-3225

Parcel 4 – Monticello Lower Dwelling

Zoned: R-1 Residential

Contact: Evan K. Lowry, San Juan County Planner (435) 587-3225

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this IFB or Sales Agreement.

6. CONTRACT

The IFB and the bid, when accepted by the Government, shall constitute an agreement for sale between the successful bidder ("Purchaser") and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract, nor shall the contract or any interest therein, be transferred or assigned by the Purchaser without the consent of the Government. Any assignment transaction without such consent shall be void.

7. TAXES AND CLOSING COSTS

As of the date of conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the Property, and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser.

8. RISK OF LOSS

a. As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of loss or damage to the Property

and have all obligations and liabilities of ownership.

b. In the event of a major loss or damage to the Property as a result of fire or other cause during the period of time between acceptance of the bid by the Government and date of conveyance, such loss or damage shall NOT be considered grounds for invalidating the contract of sale or reduction of the purchase price.

9. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the Purchaser shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

10. GOVERNMENT LIABILITY

If the Bid for Purchase of Government Property is accepted by the Government and a) the Government fails for any reason to perform its obligations as set forth herein; or b) Title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close, the Government shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon the Government shall have no further liability to Purchaser.

11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or his/her authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is

understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the Property.

12. TITLE

If a bid for the purchase of the Property is accepted, a Quitclaim Deed will convey the Government's interest. The Government does not pay for title insurance but the Purchaser is encouraged to acquire a title insurance policy from a local title company.

13. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The Government shall set a sale closing date of ninety (90) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the ninety (90) calendar day period.

Prior to closing, the Purchaser may open an escrow account with an independent, unaffiliated local escrow company to handle the closing. The Government does not mandate use of a particular escrow company. All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. As part of the closing the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds, and related matters.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the purchase price. Upon such tender being made by the Purchaser, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance.

The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

14. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing.

However, if the Government grants an extension, the Purchaser shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

15. SALE AND CONVEYANCE

The sale and conveyance of the Property shall be made subject to the following:

a) All covenants, easements, reservations, restrictions, encumbrances, and encroachments, whether of record or not.

b) Any statement of facts which a physical inspection and accurate survey of the Property may disclose.

16. DOCUMENTARY STAMPS AND COST OF RECORDING

The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded Quitclaim Deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following address:

U.S. General Services Administration
Public Buildings Service
Real Property Disposal Division – 7PR
819 Taylor Street, Room 8A10
Fort Worth, TX 76102-6112
Attn: William Rollings, Realty Officer

17. OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or Resident Commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. U.S. General Services Administration (GSA) employees are prohibited from bidding on the Property offered in this IFB.

18. ADDITIONAL INFORMATION

GSA, at the address given in this IFB, will, upon request, provide additional copies of this IFB and answer requests for additional available information concerning the Property offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance.

19. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

IMPORTANT INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on December 21, 2009, at 9:00 a.m. (Central Time).

2. TYPE OF SALE

This sale will be an online auction conducted at www.auctionrp.com and by submission of initial written bids by mail. The auction will be conducted over a period of several weeks as determined by bid activity. The date for receipt of final bids will be announced at www.auctionrp.com, with at least three business day's prior notice (see Paragraph 10, Call for Final Bids). The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. TERMS OF SALE

Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

4. MINIMUM OPENING BID

Parcel 1 - Ephraim Dwelling

The minimum opening bid is \$85,000. The minimum opening bid amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

Parcel 2 – Manti Dwelling

The minimum opening bid is \$60,000. The minimum opening bid amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

Parcel 3 – Monticello Upper Dwelling

The minimum opening bid is \$28,000. The minimum opening bid amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

Parcel 4 – Monticello Lower Dwelling

The minimum opening bid is \$33,000. The minimum opening bid amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION

a) Bidder registration is a three-step process:

(1) An interested bidder should register online at the auction web site at www.auctionrp.com.

(2) Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. Additional bid forms are available upon request or you may photocopy the form in this IFB. The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the bid. The Bid Form must be signed and dated.

(3) A registration deposit for individual Parcels in the amount of: **Parcel 1 – Ephraim Dwelling** \$5,000; **Parcel 2 – Manti Dwelling** \$3,000; **Parcel 3- Monticello Upper Dwelling** \$2,000; and **Parcel 4 - Monticello Lower Dwelling** \$2,000. The registration deposits must accompany your Bidder Registration and Bid Form in the form of a cashier's check, certified check or credit card (Visa or MasterCard).

Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration."

Deposits by credit card may be initiated over the Internet by following the instructions on the online auction site: www.auctionrp.com. Bidders must also complete, sign, and submit the enclosed Registration Deposit by Credit Card form along with the Bidder Registration and Bid Form to be authorized to bid.

Only upon GSA's verification of your registration deposit will you be allowed to bid online using the User ID and password, as discussed below (Paragraph 6, User Identification and Password), nor will your initial written bid be posted online. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

b) To register to bid and if you are prepared to make an initial written bid, please complete the enclosed Bidder Registration and Bid Form for Purchase of Government Property and send, along with the required Registration Deposit, to:

U.S. General Services Administration
Public Buildings Service
Real Property Disposal Division – 7PR
819 Taylor Street, Room 8A10
Fort Worth, TX 76102-6112
Attn: William Rollings, Realty Officer
(817) 978-4324

If the Registration Deposit is to be provided by credit card, the Registration Deposit by Credit Card Form and the Bidder Registration and Bid Form can also be submitted to GSA by fax at (817) 978-2063.

c) It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.

d) Registration may occur any time prior to the conclusion of the auction. However, the Government makes no representation or

guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register as soon as the auction opens. A bid made online will supersede a written bid of an equal or lesser amount. An initial written bid may be posted online by the auction manager, if the auction manager has issued a call for final bids, and the written bid has not been posted online by the registered bidder, and the written bid is higher than the current high bid.

6. USER IDENTIFICATION AND PASSWORD

User Identification ("ID") and Password are used to register online and to place bids online. When you register online, you will be required to assign your own User ID (limited to eight [8] characters). The required password must be at least eight [8] characters and must include: a) one letter; b) one number; and c) one special character such as: ! @ # \$ % ^ & * (). Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity. The User ID number will be used to identify the bidders on the auction Web page, www.auctionrp.com. In the event you forget your User ID and/or password or are locked out from the system, it is your responsibility to contact GSA, during normal business hours, to obtain assistance.

7. BIDDING IN GENERAL

a) Registered bidders may increase their bids by following the instructions at www.auctionrp.com. By submitting your bid through www.auctionrp.com, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password.

b) Bids received through www.auctionrp.com are date and time stamped according to the Official Time. The "Official Time" is based on the date and time established by the data processing server located in the Washington D.C. metro area. This location is in the Eastern Time Zone. Bids received are automatically adjusted and displayed to reflect the time zone specified for the Property in the IFB and as listed at www.auctionrp.com. The Government will not be responsible for any discrepancies between

the Official Time and the time indicated, displayed, or otherwise stated or represented by a registered bidder.

c) Bids must be submitted without contingencies.

d) Bids by mail that are not submitted on GSA forms will be rejected.

e) Increased bids are not accepted by fax.

8. DAILY BIDDING RESULTS

Bidders are strongly encouraged to monitor bidding activity at our online auction Web site at www.auctionrp.com. New bids and auction closing information will be posted to this site. The online auction site is updated immediately when new bids are received. Bidders may also review the Property information at our Home Page, propertydisposal.gsa.gov.

Bidders will be notified via the auction web site when bidding will be closed. If your bid is not accurately shown on the web page, you should call GSA at (817) 978-4324 or (817) 978-4246. Bidders are urged to pay close attention to the auction web page which will contain new, revised, and useful information regarding the high bid, modification to bid increment, and the closing date of the auction.

9. INCREASING YOUR BID

If you learn from the auction web page that your bid was not the high bid, or if another bidder exceeds your previously high bid, you may increase your bid until such time as bidding is closed. Increases in previously submitted bids are welcome and your registration deposit will apply to subsequent increased bids. All increased bids must be made online. Increased bids must be at least One Thousand & No/100 Dollars (\$1,000.00) more than the previous high bid in order to be considered for **Parcel 1 – Ephraim Dwelling** and **Parcel 2 - Manti Dwelling**. Increased bids must be at least Five Hundred & No/100 Dollars (\$500) more than the previous bid in order to be considered for **Parcel 3 – Monticello Upper Dwelling** and **Parcel 4 – Monticello Lower Dwelling**. The Government reserves the right to modify the bid increment at any time prior to the close of the sale. To increase a previously submitted initial written bid, bidders must bid online at

www.auctionrp.com. In the event that two bids of equal value are received via U.S. Mail or online, the first bid received will be recognized.

10. CALL FOR FINAL BIDS

The Government will announce a date for the receipt of final bids. That date will be announced on the auction Web page, www.auctionrp.com. On that date at 2:00 p.m. Central Standard Time (CST), the clock starts for the High Bid. If no increased bid is received by 2:00 pm CST on the next business day, then bidding will close at 2:00 p.m. CST and consideration will be given to selling the property to the high bidder. If an increased bid is received on a timely basis, then bidding will be continued over until the next business day on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 2:00 p.m. Central Time on that day. There is no advantage to waiting until the last minute to bid.

11. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for 90 calendar days after the date of the final bid submittal by a bidder until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the 90 calendar days, the consent of the bidder shall be obtained prior to such expiration.

12. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

13. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The

Government reserves the right to reject any or all bids or portions thereof for any reason.

14. HIGH BIDDER DETERMINATION

Once bidding stops and the high bid is confirmed, the high bid will be considered for acceptance. There is no guarantee that the Government will accept the high bid.

15. AUCTION DISPUTE RESOLUTION

The Government reserves the right to stop the auction for any reason without award and start a new auction at any time. The Government may resolve bidding conflicts by determining the high bidder and the high bid amount and then re-open bidding until bidding stops as described above. The Government may temporarily suspend an auction to resolve controversies and resume an auction at any time.

16. TEN PERCENT BID DEPOSIT, TRANSACTION CLOSING, AND REFUND OF REGISTRATION DEPOSITS

a) Within ten (10) calendar days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the amount bid. Failure to provide such bid deposit shall require rejection of the bid and forfeiture of Registration Deposit.

b) Upon acceptance of a bid, the appropriate bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price is payable within ninety (90) calendar days after acceptance of bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

c) Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S.

Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 5 U.S.C. Section 552a, and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Registration Deposits provided by credit card will be credited to the same account number provided.

d) Registration Deposits received from the two highest bidders will be held as stipulated in Paragraph 17, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds will be processed timely but may require several weeks to complete the process.

17. BACK-UP BIDDER

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder's bid may then be considered for award. The backup bidder's Registration Deposit will be retained, without interest, until the first high bidder has increased their initial Registration Deposit to the required 10% of the purchase price. Subsequently the Registration Deposit of the second-high bidder will be refunded by U.S. Treasury check or by an electronic transfer of funds thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

18. ONLINE BIDDING

The Government will not be responsible for any failure attributable to the inability to transmit a bid, the transmission or receipt of an online bid, including, but not limited to the following:

- a) Receipt of a garbled or incomplete bid.
- b) Availability or condition of the sending or receiving electronic equipment.

- c) Incompatibility between the sending and receiving equipment and software.
- d) Malfunctioning of any network, computer hardware, or software.
- e) Delay in transmission or receipt of a bid.
- f) Failure of bidder to properly identify the bid.
- g) Security of bid data.
- h) Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to login repeated failures, etc.

If your bid is not accurately shown or you cannot enter a bid at www.auctionrp.com then you should call GSA at (817) 978-4324 or (817) 978-4246 for assistance.

19. BID EXECUTED ON BEHALF OF BIDDER

a) A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

b) If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

c) If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

NOTICES AND COVENANTS

The following Notice and Covenants will be inserted in the Quitclaim Deed.

1. HAZARDOUS SUBSTANCE NOTIFICATION

A. NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

B. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

- (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
- (ii) causes or exacerbates the release or threatened release of a hazardous substance, the existence and location of which was known and identified to the applicable regulatory

authority as of the date of this conveyance: OR

- (iii) In the case of a hazardous substance(s) previously unknown by the Grantor and Grantee as of the date of this conveyance, but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).

2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

C. ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation, or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations

and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses, or remedial actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

2. NOTICE OF PRESENCE OF LEAD-BASED PAINT

A. Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint (LBP) that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on LBP hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known LBP hazards.

B. **Inspection and Risk Assessment.** LBP Inspection and Risk Assessment Reports have been completed by a certified inspector/risk assessor in April 2008 for all four residential homes. LBP was detected in all four residents. The risk assessment will be updated per CERCLA requirements prior to closing. Disclosure of this information is required, but abatement is not.

A complete set of documents will be provided to the Purchaser prior to closing. Each bidder is strongly encouraged to review these documents, and perform any additional inspections desired prior to submitting a bid.

C. **Inspection by Bidder.** Bidders may conduct their own inspection or perform a risk assessment for the presence of LBP and/or LBP hazards at any time prior to submitting a bid. Before entering the Property, the bidder must

first make arrangements with the individual identified to contact for inspection of the Property. The bidder is invited to take as much time as necessary to conduct such inspection or assessment prior to the deadline for submission of the bid. Bidders are encouraged to conduct any inspections and assessments early in the process, since the bid opening will not be delayed to accommodate completion of such inspections and assessments.

D. **Lead Hazards Pamphlet.** In order to fully understand the risk and hazards associated with the presence of LBP and LBP hazards, bidders are encouraged to review the pamphlet *Protect Your Family from Lead in your Home*. A copy of the pamphlet will be provided prior to ratification of the sale contract. It is available from GSA at any time by calling 1-800-GSA-LAND or may be accessed HUD's website at <http://www.hud.gov/offices/lead/disclosure/in dex.cfm>. GSA encourages every bidder to review this pamphlet prior to submitting a bid.

E. **Abatement and Clearance.** Per the Forest Service Facility Realignment and Enhancement Act of 2005 (Public Law 109-54), the Department of Housing and Urban Development's (HUD's) abatement requirements at 24 CFR Part 35 does not apply to the subject Properties. If abatement (permanent elimination) of LBP hazards is desired by the Purchaser, the Purchaser is encouraged to hire a LBP abatement contractor certified by the U.S. Environmental Protection Agency (EPA) in accordance with 40 CFR 745.226.

3. ASBESTOS CONTAINING MATERIALS

A. Bidders are warned that the Property contains asbestos-containing materials (ACM). Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

B. The Government prepared an asbestos inspection report for all four properties in January 1995. Asbestos was identified and has been removed. Disclosure of this information is required, but additional abatement is not. Bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.

4. DISCLOSURE REQUIREMENTS FOR RESIDUAL RADIOACTIVE URANIUM FOR THE MONTICELLO DWELLING SITES

The U.S. Department of Energy (DOE) conducted an investigation and subsequent remedial action at the two **Monticello Dwelling sites** between 1989 and 1992. Information about the remediation is presented in the 1998 Property Completion Reports for the two sites and summarizes the projects. Copies of these reports will be made available for review by potential purchasers and a copy provided to the successful high bidders. The project addressed areas contaminated from residual radioactive uranium mill tailings as part of the DOE Monticello Vicinity Property (MVP) Remedial Action Program. In 1998, the DOE certified that the residual radioactive materials were removed from these sites to the protective levels specified in the MVP Record of Decision, and that no further action on either property is required. This certification has been accepted by the U.S. Environmental Protection Agency (EPA) and by the State of Utah Department of Environmental Quality. The investigation and the completed remedial action will require remedial notice and covenant. The notice and covenant is referenced in two letters, one respectively for each of the dwelling sites from Thomas R. Enroth, Environmental Engineer, to the Director of Lands. Both letters were dated October 15, 2008, and included proper notification language.

Thomas R. Enroth, Regional Environmental Engineer concluded that the Forest Service has satisfied the investigation requirements listed in Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), for federal real property disposal, and no further investigation is necessary. The two sites are considered uncontaminated within the meaning of CERCLA Section 120(h). However, one environmental condition was identified that would require notice and covenant information in the deeds for the Upper and Lower Monticello dwellings with respect to release of a hazardous substance as referenced above. Transfer of the properties requires the following notice and covenant:

Upper Monticello Dwelling

"NOTICE of HAZARDOUS SUBSTANCE ACTIVITY": Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon information submitted by the USDA Forest Service, the United States hereby gives notice that a release of a reportable quantity of a hazardous substance has occurred on the property, as described herein. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or "Superfund"), 42 USC Section 9620(h).

The U.S. Department of Energy (DOE) conducted an investigation and subsequent remedial action at this property between 1989 and 1991. This property was evaluated with other properties in the Monticello vicinity by the DOE. At this location, they identified and removed 4.0 cubic yards of exterior soils contaminated with low-level radioactive uranium mill tailings. The material that caused the contamination was from offsite mill tailings derived from the uranium mill processed ore that was removed from the mill and used for construction related activities in this area. The objective of the DOE project was to reduce the potential hazard to the public from long-term exposure to low-level radioactivity. A post-excavation verification survey was then performed to confirm that the levels were below the standards set by the Environmental Protection Agency (EPA). The time at which this

contamination occurred was between 1942 and 1960. A copy of the Property Completion Report and other related public documents are available for review in the Monticello Vicinity Property (MVP) Administrative Records located at the Monticello City Offices in Monticello, Utah.

The United States warrants that it has taken all remedial action necessary to protect human health and the environment, with respect to the low-level radioactive contamination at this site. Any additional remedial action found to be necessary after the date of property transfer shall be conducted by the United States. The Grantee agrees to provide the United States access to the property in any case in which remedial action or corrective action is found to be necessary after the date of transfer."

Lower Monticello Dwelling

"NOTICE of HAZARDOUS SUBSTANCE ACTIVITY: Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon information submitted by the USDA Forest Service, the United States hereby gives notice that a release of a reportable quantity of a hazardous substance has occurred on the property, as described herein. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or "Superfund"), 42 USC Section 9620(h).

The U.S. Department of Energy (DOE) conducted an investigation and subsequent remedial action at this property between 1989 and 1992. This property was evaluated with other properties in the Monticello vicinity by the DOE. At this location, they identified and removed 0.1 cubic yards of exterior soils contaminated with low-level radioactive uranium mill tailings. The material that caused the contamination was from offsite mill tailings derived from the uranium mill processed ore that was removed from the mill and used for construction related activities in this area. The objective of the DOE project was to reduce the potential hazard to the public from long-term exposure to low-level radioactivity. A post-excavation verification survey was then performed to confirm that the levels were below

the standards set by the Environmental Protection Agency (EPA). The time at which this contamination occurred was between 1942 and 1960. A copy of the Property Completion Report and other related public documents are available for review in the Monticello Vicinity Property (MVP) Administrative Records located at the Monticello City Offices in Monticello, Utah.

The United States warrants that it has taken all remedial action necessary to protect human health and the environment, with respect to the low-level radioactive contamination at this site. Any additional remedial action found to be necessary after the date of property transfer shall be conducted by the United States. The Grantee agrees to provide the United States access to the property in any case in which remedial action or corrective action is found to be necessary after the date of transfer.

5. ADDITIONAL AGREEMENTS REGARDING ENVIRONMENTAL MATTERS

(A) No warranties either expressed or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any Bidder to inspect, or be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

(B) The description of the Property set forth in the IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property, and/or any other Federal agency, shall not constitute grounds or reason for non-performance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

(C) The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or

any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with lead-based paint or asbestos on the Property which is the subject of this sale, whether the Purchaser, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

D. The Purchaser agrees to comply with any and all applicable Federal, State, and local laws relating to the management of LBP and asbestos-containing building materials associated with the Property, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of LBP and asbestos-containing building materials.

E. The Purchaser agrees to indemnify, release, defend, and hold harmless the United States, its agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse

action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against the United States after the date of this agreement by any person or entity under any Federal, State, or local law, including but not limited to environmental and tort laws, with respect to: (a) any LBP and/or asbestos-containing building materials associated with the Property; (b) violations of Federal, State, and local laws and regulations which are now or may in the future become applicable to the Property, subject to the remedial action covenant and warranty provided above by the United States in accordance with 42 USC § 9620(h); and (c) releases or threatened releases on the Property, or into the environment, of solid or hazardous waste, hazardous substances, or oil or petroleum products or their derivatives, after the date of the deed.

For specific comments or questions relating to hazmat, LBP, or asbestos containing materials on these properties, please contact Thomas R. Enroth, Regional Environmental Coordinator, USFS, at (801) 625-5794.

BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY

SEND THIS FORM TO:

U.S. General Services Administration
Public Buildings Service
Real Property Disposal Division – 7PR
819 Taylor Street, Room 8A10
Fort Worth, TX 76102-6112
Attn: William Rollings, Realty Officer
(817) 978-4342

REGISTRATION DEPOSIT:

PROPERTY CODE _____

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid price entered below or subsequent bids placed online if this bid is accepted by the Government within ninety (90) calendar days after the date of receipt. This Bid Form is made subject to the terms of the IFB No. USDA-R-1623 including its Property Description, General Terms of Sale, Important Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at <http://www.auctionrp.com/>.

I HEREBY ACKNOWLEDGE RECEIPT OF AND HAVE REVIEWED THE AFOREMENTIONED DOCUMENTS. _____ (INITIAL)

Parcel 1 – Ephraim Dwelling, Ephraim, UT	Amount Bid _____	Spelled Out _____
Parcel 2 – Manti Dwelling, Manti, UT	Amount Bid _____	Spelled Out _____
Parcel 3 – Monticello Upper Dwelling, Monticello, UT	Amount Bid _____	Spelled Out _____
Parcel 4 – Monticello Lower Dwelling, Monticello, UT	Amount Bid _____	Spelled Out _____

If this bid is accepted, the instrument of conveyance should name the following as Grantee(s)

Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies):

- ☐ An individual doing business as _____
- ☐ A partnership consisting of _____
- ☐ A limited liability partnership consisting of _____
- ☐ A corporation, incorporated in the State of _____
- ☐ A limited liability corporation, incorporated in the State of _____
- ☐ A trustee, acting for _____

PLEASE COMPLETE THE FOLLOWING:

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
E-mail: _____

Signature _____ Date _____

CERTIFICATE OF CORPORATE BIDDER

For use with Bidder Registration and Bid Form for Purchase of Government Property

I, _____, certify that I am _____ of the
(Secretary or Other Title)

Corporation named as bidder herein; that _____ who signed this
(Name of Authorized Representative)

Bid Form for Purchase of Government Property on behalf of the bidder was then

_____ of said Corporation that the said bid was duly signed
(Official Title)

for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Signature of Certifying Officer)

(Corporate Seal Here)

REGISTRATION DEPOSIT BY CREDIT CARD

PROPERTY CODE _____

Property Address _____

SEND THIS FORM TO:

U.S. General Services Administration
Public Buildings Service
Real Property Disposal Division – 7PR
819 Taylor Street, Room 8A10
Fort Worth, TX 76102-6112
Attn: William Rollings, Realty Officer
(817) 978-4342

THIS FORM MAY BE SUBMITTED BY FAX:
(817) 978-2063

REGISTRATION DEPOSIT: _____

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bid Package and any Addendum(s). The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the registration deposit, as specified in the Important Instructions to Bidders pages 10 thru 14, Paragraph 5, Bidder Registration. In the event that applicant becomes the Purchaser, the registration deposit will be applied towards the purchase price for the Property. In the event the applicant is not the Purchaser, the registration deposit will be credited to the credit account listed below.

PLEASE PRINT OR TYPE LEGIBLY

First and Last Name: _____

Address: _____

City: _____ State _____ Zip _____

Check type of credit card to be charged: ☐ Visa ☐ MasterCard

Name as it appears on card: _____

Credit Card Number: _____ Exp. Date: _____

CSC Code: _____

Phone () _____ Fax: () _____

Signature: _____ Date: _____